



JIM McDONNELL, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



A Tradition of Service

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

May 05, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

44

May 5, 2015


PATRICK OGAWA
ACTING EXECUTIVE OFFICER

Dear Supervisors:

**APPROVE A SOLE SOURCE CONTRACT WITH JUST DETENTION INTERNATIONAL, INC. TO
PROVIDE CONSULTANT SERVICES FOR THE IMPLEMENTATION OF THE PRISON RAPE
ELIMINATION ACT PROGRAM DEMONSTRATION PROJECT
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is requesting approval of a Sole Source Contract (Contract) with Just Detention International, Inc. (JDI) for the provision of consultant services for the implementation of the Prison Rape Elimination Act (PREA) Program Demonstration Project (Project).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Mayor of the Board to sign the attached Contract with JDI for an initial two-year term, with an option to extend for one additional one-year period, if necessary, and subject to the availability of extra grant funding for a maximum term not to exceed three years with a Maximum Contract Sum not to exceed \$217,220.
2. Delegate authority to the Sheriff or his designee to execute Change Orders and Amendments to the Contract as set forth throughout the Contract, including to: (1) effectuate modifications which do not materially effect any term of the Contract; (2) exercise the option term extension of the Contract; (3) effectuate an assignment of rights and/or delegation of duties pursuant to the Assignment and Delegation provision under the Contract; (4) modify the Contract to include new or revised standard County contract provisions adopted by the Board as required periodically, including all applicable documents; and (5) add or delete Department detention facilities, specific tasks, and/or work hours provided such change does not increase the Maximum Contract Sum for the term of the Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to implement the Project with a comprehensive approach to address, detect, prevent, and respond to sexual abuse within the County's custody facilities.

The DOJ, Bureau of Justice Statistics released the 2011-12 findings from its surveys of jail inmates regarding incidents of sexual victimization. Based on this information, the Department's percentages of inmate sexual victimization were above the national average. The Department is committed to implementing meaningful policies and procedures, and training for compliance with PREA.

Through the Project, JDI shall implement strategies that have been effective in shifting attitudes of inmates/detainees and staff, and establishing safer facilities. These strategies include policy reform, staff training, and inmate/detainee education. The Project is to be implemented at the County's custody facilities including, but not limited to, the Department's Twin Towers Correctional Facility, Men's Central Jail, and North County Correctional Facility.

JDI is the only organization on the west coast of the United States that is specifically dedicated to ending sexual abuse in detention facilities. JDI helped draft and secure passage of PREA in 2003 and worked to develop related state laws in California and Texas. JDI has played a key role in the implementation of these laws, especially in the development of the national standards mandated by PREA, which are the focus of this Project. JDI is the only local organization that meets the requirements to work with the Department on this Project. Moreover, the limited budget allocated for travel expenses would make consideration for contractors from the east coast or overseas impossible.

Implementation of Strategic Plan Goals

The services provided under the Contract support the County's Strategic Plan, Goal 3, Community Support and Responsiveness, by providing the County's inmate population the resources necessary for a secured and safe environment.

FISCAL IMPACT/FINANCING

The Maximum Contract Sum of the Contract with JDI shall not exceed \$217,220, which includes \$216,000 in consulting fees and \$1,220 in travel expenses for the term of two years plus one additional one-year option period, if necessary, and subject to the availability of extra grant funding not to exceed the maximum term of three years. JDI will be compensated at the rate of \$450 per day for consulting fees and \$0.56 per mile for travel expenses. The Contract is funded in whole by Grant Award Number 2013-RP-BX-0019 from the United States Department of Justice (DOJ), Bureau of Justice Assistance (BJA).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The PREA standards were created by DOJ and took effect on August 20, 2012. The PREA standards seek to prevent sexual abuse and reduce the harm that it causes. The standards are grouped into eleven categories: prevention planning, responsive planning, training and education, screening for risk of sexual victimization and abusiveness, reporting, official response following an inmate report, investigations, discipline, medical and mental care, data collection of review, and audits.

The Department submitted a grant application to DOJ, BJA in mid-2013, which was subsequently approved and awarded to the Department on September 30, 2013. On December 3, 2013, the Board approved and delegated authority to the Sheriff to execute the Grant. Budget documents and a request to sole source with JDI were subsequently submitted to BJA for approval. On October 17, 2014, the Department received approval from BJA to non-competitively award a service contract to JDI.

JDI will be required to provide consulting services to the Department to implement the PREA Project with a comprehensive approach to address, detect, prevent, and respond to sexual abuse within Department detention facilities.

The Contract requires JDI to be in compliance with all Board and CEO requirements. The Contract has been approved as to form by County Counsel.

CONTRACTING PROCESS

On November 6, 2014, the Department submitted to the Board an advance notification of intent to enter into negotiations for a Sole Source Contract with JDI without engaging in a competitive solicitation process.

In December 2014, the Department began negotiations with JDI.

On March 6, 2015, the Department submitted a letter to the Board to report on the progress of negotiations with JDI.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current Department operations and services.

CONCLUSION

Upon Board approval, please return two adopted copies of this Board letter and two original executed copies of the Contract to the Department's Contracts Unit.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim McDonnell". The signature is stylized with a large, looping initial "J" and a cursive "M".

JIM McDONNELL

Sheriff

JM:RA:ra

Enclosures



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

JUST DETENTION INTERNATIONAL, INC.

FOR

**PRISON RAPE ELIMINATION ACT (PREA) PROGRAM
DEMONSTRATION PROJECT CONSULTANT SERVICES**

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- O INVOICE DISCREPANCY REPORT
- P IRS NOTICE 1015
- Q NON-EMPLOYEE INJURY REPORT

CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
JUST DETENTION INTERNATIONAL, INC.
FOR
PRISON RAPE ELIMINATION ACT (PREA) PROGRAM
DEMONSTRATION PROJECT CONSULTANT SERVICES

This Contract is made and entered into this 5th day of May, 2015 by and between the County of Los Angeles ("County") and Just Detention International, Inc. ("Contractor"). Contractor is located at 3325 Wilshire Boulevard, Suite 340, Los Angeles, California 90010.

RECITALS

WHEREAS, the County may contract with private businesses for consultant services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing consultant services to implement Prison Rape Elimination Act ("PREA") Program Demonstration Project ("Project"); and

WHEREAS, the County, through the Los Angeles County Sheriff's Department ("Department"), desires Contractor to provide consultant services for the PREA Project for the Department's Custody Services Division; and

WHEREAS, this Contract is funded in whole by the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance under the Fiscal Year 2013 Prison Rape Elimination Act Program: Demonstration Projects to Establish "Zero Tolerance" Cultures for Sexual Assault in Correctional Facilities, CFDA #16.735, pursuant to Grant Number 2013-RP-BX-0019; and

WHEREAS, this Contract is authorized pursuant to California Government Code Section 31000 and otherwise.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, D, E, F, G, H, I, J, K, L, M, N, O, P, and Q are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Intentionally Omitted
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law
- 2.0 EXHIBIT J - Certification of No Conflict of Interest
- 2.1 EXHIBIT K - Familiarity with the County Lobbyist Ordinance Certification
- 2.2 EXHIBIT L - Attestation of Willingness to Consider GAIN/GROW Participants

- 2.3 EXHIBIT M - Contractor Employee Jury Service Program Certification Form
- 2.4 EXHIBIT N - Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- 2.5 EXHIBIT O - Invoice Discrepancy Report
- 2.6 EXHIBIT P - IRS Notice 1015
- 2.7 EXHIBIT Q - Non-Employee Injury Report

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 – Amendments and Change Orders and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** This agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.
- 2.2 **Contractor:** The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.5 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

- 2.6 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.7 **Demonstration Project or Project:** The Department's grant-funded project aimed to establish zero tolerance cultures for sexual assaults in the Department's detention facilities.
- 2.8 **Department:** The Los Angeles County Sheriff's Department.
- 2.9 **Prison Rape Elimination Act or PREA:** The first United States federal law passed in 2003 dealing with the sexual assault of prisoners.
- 2.10 **Sheriff:** The elected official who is the Sheriff of the County of Los Angeles.
- 2.11 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be two (2) years commencing upon execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to one (1) additional one-year period, for a maximum total Contract term not to exceed three (3) years. Each such extension option may be exercised at the sole discretion of the Sheriff as authorized by County's Board of Supervisors. Such option term extension shall be in the form of a written Amendment pursuant to sub-paragraph 8.1 of this Contract.
- 4.3 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

- 4.4 The Contractor shall notify the Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided in Exhibit E - County's Administration.

5.0 CONTRACT SUM

- 5.1 The maximum contract sum for this Contract, including applicable taxes, authorized by County hereunder shall in no event, expressly or by implication, exceed \$217,220, and shall be allocated as set forth in Exhibit B - Pricing Schedule.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.
- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total maximum contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided in Exhibit E - County's Administration.
- 5.4 **No Payment for Services Provided Following Expiration/Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Schedule.
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

Contractor shall prepare invoice format and content in the following manner:

- 5.5.4.1 County Contract number;
- 5.5.4.2 Grant project name and number:
Fiscal Year 2013 Prison Rape Elimination Act
Program Demonstration Project
2013-RP-BX-0019
- 5.5.4.3 Contractor's name and address;
- 5.5.4.4 Invoice number;
- 5.5.4.5 Invoice date;
- 5.5.4.6 Billing period;
- 5.5.4.7 Description of services provided (i.e. consultant services and travel expenses);
- 5.5.4.8 Days worked; and
- 5.5.4.9 Miles driven.

- 5.5.5 All invoices under this Contract shall be submitted to the following addresses:

ORIGINAL TO:

Los Angeles County Sheriff's Department
Custody Services Division
450 South Bauchet Street
Los Angeles, California 90012
Attention: Karen Dalton

COPY TO:

Los Angeles County Sheriff's Department
Fiscal Administration – Contracts Accounts Payable
4700 Ramona Boulevard, Room 316
Monterey Park, California 91754

5.5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E - County's Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

The role of the County's Project Director may include:

- coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the

requirements of this Contract be relieved, excused or limited thereby.

6.2 County's Project Manager

The role of the County's Project Manager is authorized to include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Contract Project Monitor

The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

A listing of all of Contractor's Administration referenced in the following subparagraphs are designated in Exhibit F - Contractor's Administration. The Contractor will notify the County in writing of any change in the names or addresses shown.

7.1 Contractor's Project Manager

- 7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 Contractor's Staff Identification

All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

7.3.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.

7.3.2 Contractor shall notify the County within one business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.3.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.4 Background and Security Investigations

7.4.1 Contractor staff and/or Contractor representatives must successfully pass, at Department's sole discretion, a security background investigation performed by Department prior to being allowed access to any Department detention facilities. Contractor staff and/or Contractor representatives must complete Exhibit 2 – LASD Entry Application for Custody Facilities Service Providers/Contractor of the SOW. At County's sole discretion, Contractor staff and/or Contractor representatives may be required to undergo further background investigation. Such further background investigation may be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall

not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

- 7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation
- 7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected

by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.
- 7.5.4 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit G2.
- 7.5.5 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit G3.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS AND CHANGE ORDERS

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this sub-paragraph 8.1 (Amendments and Change Orders). County reserves the right to change any portion of the Work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

- 8.1.1 For any change which does not materially affect the scope of work, period of performance, amount of payments, or

any other term or condition included under this Contract, a Change Order shall be prepared and executed by the Contractor and the County Project Director.

- 8.1.2 For any change which materially affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an Amendment to the Contract shall be prepared and executed by the Contractor and the Board of Supervisors.
- 8.1.3 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and the Sheriff.
- 8.1.4 Notwithstanding sub-paragraphs 8.1.1 and 8.1.2 above, for (1) modifications pursuant to sub-paragraph 8.2 - Assignment and Delegation, and (2) the addition or deletion of Department detention facilities, specific tasks, and/or work hours that does not increase the maximum contract sum for the term of this Contract, an Amendment shall be prepared and executed by the Contractor and the Sheriff.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to

give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within twenty-one (21) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within twenty-one (21) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within fourteen (14) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within fourteen (14) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert,

consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of

"Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the

Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to

the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family

or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all

covered employees for the period prescribed by law.

- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 FORCE MAJEURE

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
 Sheriff's Department, Contracts Unit
 4700 Ramona Boulevard, Room 214
 Monterey Park, California 91754

Attention: Contract Compliance Manager

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from

sums due to Contractor or pursue Contractor reimbursement.

8.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's

payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 INSURANCE COVERAGE

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01),

naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 **Unique Insurance Coverage**

- **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.26 LIQUIDATED DAMAGES

- 8.26.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the monthly contract sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure

of the Contractor to complete or comply with the provisions of this Contract.

- 8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or

threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the (Department Head), or designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Sheriff or his designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this subparagraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof,

unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
 Sheriff's Department, Contracts Unit
 4700 Ramona Boulevard, Room 214
 Monterey Park, California 91754
 Attention: Contract Compliance Manager

before any Subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention and Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and

Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.
- 8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

- 8.45.2 The rights and remedies of the County provided in this subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal

years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

8.51.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and

unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

- 8.51.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Mayor of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

I hereby certify that pursuant to
Section 25103 of the Government Code,
a copy of this document has been made.

PATRICK OGAWA
Acting Executive Officer
Clerk of the Board of Supervisors

By [Signature]
Deputy



JUST DENTETION INTERNATIONAL, INC.

By [Signature]
Name
Executive Director
Title

COUNTY OF LOS ANGELES

By [Signature]
Mayor, Board of Supervisors

ATTEST:

PATRICK OGAWA
Acting Executive Officer
of the Board of Supervisors

By [Signature]
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

44 MAY 05 2015

APPROVED AS TO FORM:

MARK J. SALADINO
County Counsel

By [Signature]
Principal Deputy County Counsel

[Signature]
PATRICK OGAWA
ACTING EXECUTIVE OFFICER

EXHIBIT A

STATEMENT OF WORK

STATEMENT OF WORK

PRISON RAPE ELIMINATION ACT (PREA) PROGRAM DEMONSTRATION PROJECT CONSULTANT SERVICES

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STATEMENT OF WORK EXHIBITS

- Exhibit 1 CONTRACT DISCREPANCY REPORT
- Exhibit 2 LASD ENTRY APPLICATION FOR CUSTODY FACILITIES SERVICES
PROVIDERS/CONTRACTOR

STATEMENT OF WORK

PRISON RAPE ELIMINATION ACT (PREA) PROGRAM DEMONSTRATION PROJECT CONSULTANT SERVICES

This Statement of Work ("SOW") defines the duties and responsibilities of Contractor to provide consultant services for the implementation of the Prison Rape Elimination Act ("PREA") Program Demonstration Project ("Project") to establish "zero tolerance" cultures for sexual abuse in Los Angeles County Sheriff's Department ("Department") detention facilities.

1.0 SCOPE OF WORK

- 1.1 Contractor shall provide consulting services to the Department to implement the PREA Project with a comprehensive approach to address, detect, prevent, and respond to sexual abuse within Department detention facilities.
- 1.2 Contractor shall work with the Department to establish sexual abuse prevention and response policies applicable to all settings in which inmates/detainees are held, including: 1) Type I station-based jails for detention of persons, after booking, for not more than ninety-six (96) hours, excluding holidays; 2) Type II jails for detention of persons pending arraignment, during trial, and upon sentencing; 3) courthouse holding facilities; 4) transport system areas; and 5) Department's Inmate Reception Center.
- 1.3 Contractor shall employ strategies that have been proven to be most effective in shifting attitudes of inmates/detainees and staff and establishing safer facilities. These strategies include policy reform, staff training, and inmate/detainee education.
- 1.4 While the PREA Project aims to establish "zero tolerance" cultures in jail facilities, courthouse holding facilities, and transport systems areas, the PREA Project activities shall be particularly focused on Department detention facilities with high rates of sexual victimization according to the Bureau of Justice Statistics ("BJS"), including Men's Central Jail ("MCJ"), Twin Towers Correctional Facility ("TTCF"), and North County Correctional Facility ("NCCF"). The PREA Project shall also include Century Regional Detention Facility ("CRDF") where a majority of the female inmate population is housed.

2.0 BACKGROUND

- 2.1 The Department administers a large, complex system of detention facilities located throughout Los Angeles County. This includes eight (8) Type II jails, an Inmate Reception Center where all male detainees are booked, twenty (20) Type I station-based jails, twenty-six (26) courthouse holding facilities, and a Court Services

Transportation Bureau which transports an average of 2,900 inmates per day throughout the State of California. In 2012, the Department processed more than 142,000 new admissions and housed an average daily population of 18,000 adults.

- 2.2 The Department recognizes that although leadership and command staff are engaged in PREA implementation efforts, the front-line staff, particularly new staff, are largely unfamiliar with PREA standards. In 2012, effort was put into updating the Department's policies and procedures to comply with PREA standards. The Department recognizes that full PREA implementation in a large agency, with thousands of sworn and civilian staff, requires more than updating written policies and procedures. It requires a massive and sustained effort to shift the agency culture away from outdated norms and behaviors, and toward a broad, consistent policy of "zero tolerance" for sexual abuse.
- 2.3 The Department is committed to preventing and responding to sexual abuse in Type I station-based jails, Type II jails, courthouse holding facilities, and transport system areas by the implementation of a broad-based culture change through the PREA Project, which involves development of new policies and procedures, development of staff-training programs, and development of inmate/detainee education programs.

3.0 ADDITION AND/OR DELETION OF DETENTION FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

- 3.1 County reserves the right to add/or delete detention facilities, specific tasks, and/or work hours.
- 3.2 All changes to this SOW must be made in accordance with sub-paragraph 8.1 – Amendments and Change Orders of the Contract.

4.0 TASKS AND DELIVERABLES

Contractor shall provide consultant services as required by the Department to implement the PREA Project and assist the Department in becoming compliant with PREA standards. The Work requirements shall include, but shall not be limited to, the following:

4.1 Task One:

Develop new Department sexual abuse policies and procedures to ensure that the Department sexual abuse policies and procedures meet all PREA standards and align with national best practices.

4.1.1 Contractor tasks shall be as follows:

- 4.1.1.1 Contractor shall identify and select detention facilities for policies/procedures and practice assessments, subject to the approval of County Project Manager, including: a minimum of four (4) Type II jails including CRDF, MCJ, TTCF, and NCCF; a

minimum of four (4) Type I station-based jails; and a minimum of four (4) courthouse holding facilities.

- 4.1.1.2 Contractor shall compare existing Department sexual abuse policies and procedures with PREA standards to identify any weaknesses and deficiencies in existing Department sexual abuse policies and procedures.
- 4.1.1.3 Contractor shall conduct line-by-line review of existing Department sexual abuse policies and procedures.
- 4.1.1.4 Contractor shall review grievances and incident reports with victim's information redacted by the Department. Contractor shall not remove the incident report(s) from Department facilities.
- 4.1.1.5 Contractor shall conduct interviews and focus groups with key Department staff at selected detention facilities to assess their knowledge of PREA and current Department sexual abuse policies and procedures.
- 4.1.1.6 Contractor shall review sexual abuse reports, investigation records, and detention facility responses for the previous three (3) years with victim's information redacted by the Department. Contractor shall not remove any reports, records, or responses from Department facilities.
- 4.1.1.7 Contractor shall gather and review model PREA policies from jurisdictions nationwide.
- 4.1.1.8 Contractor shall draft new PREA-compliant policies and procedures on sexual abuse specific to the Department and submit to County Project Director for approval.
- 4.1.1.9 Contractor shall review and finalize new PREA-compliant Department sexual abuse policies and procedures after discussion with County Project Director and County Project Manager.
- 4.1.1.10 Contractor shall generate quarterly status reports as specified in Paragraph 14.0 of this Statement of Work.
- 4.1.1.11 Contractor shall inform key Department staff, including unit commanders, supervisors, and line managers, at all Department detention facilities of any and all changes to Department sexual abuse policies and procedures.
- 4.1.1.12 Contractor shall conduct follow-up site visits at selected Department detention facilities to review new Department sexual

abuse policies and procedures with relevant supervisory and line staff.

4.1.2 Contractor deliverables shall be as follows:

- 4.1.2.1 Contractor shall deliver a written report to County Project Director that identifies deficiencies and areas for reform, identifies challenges specific to each detention facility, and makes recommendations to revise Department sexual abuse policies and procedures to bring the Department into full compliance with PREA standards.
- 4.1.2.2 As approved by County Project Director, Contractor shall deliver new Department sexual abuse policies and procedures that meet PREA standards and align with national best practices.
- 4.1.2.3 Contractor shall deliver quarterly status reports related to this Task One as specified in Paragraph 14.0 of this Statement of Work.

4.2 Task Two:

Develop Department staff-training programs on PREA standards to ensure that the Department detention facility staff is trained to comply with PREA standards and is able to prevent and address sexual abuse.

4.2.1 Contractor tasks shall be as follows:

- 4.2.1.1 Contractor shall gather and review existing Department training curricula and materials addressing sexual abuse prevention and response.
- 4.2.1.2 Contractor shall gather existing PREA training curricula from the PREA Resource Center and other sources and review such existing training curricula to determine whether such training curricula could be adapted or modified to meet the needs of Department detention facilities.
- 4.2.1.3 For approval by County Project Director, Contractor shall develop new Department training curricula and materials on PREA standards, addressing the challenges faced by the Department's diverse detention facilities as well as the varying levels of staff experience, from new Department personnel to experienced Department detention facility staff.
- 4.2.1.4 Contractor shall review and develop new training curricula and materials on PREA standards in conjunction with the Department's

Custody Training and Standards Bureau ("CTSB") and the Department's Training Bureau ("TB").

- 4.2.1.5 Contractor shall work in conjunction with CTSB and TB to provide Department-approved training on PREA standards during the term of the Contract.
- 4.2.1.5 Contractor shall develop pre- and post-tests and training evaluations to administer in conjunction with Department detention facility staff training.
- 4.2.1.6 Contractor shall solicit input from CTSB and TB training staff on developing training curricula and materials on PREA standards, and revise draft training curricula and materials on PREA standards as needed.
- 4.2.1.7 Contractor shall identify key training staff in Department detention facilities, station-based jails, and courthouse holding facilities that shall be responsible for providing training to new and experienced Department detention staff.
- 4.2.1.8 Contractor shall gather feedback on all training modules from CTSB and TB staff, who have been trained by Contractor in "train-the-trainer" workshops, and make modifications to existing training curricula and materials on PREA standards according to feedback received.
- 4.2.1.9 Contractor shall develop targeted training curricula and materials for Department detention facility and Court Services Division staff, highlighting PREA, the dynamics of sexual abuse, and the Department detention facility and Court Services Division staff's responsibilities for protecting inmates/detainees and reporting misconduct.
- 4.2.1.10 For the approval of the County Project Director, Contractor shall develop a plan for ongoing training sessions for new and experienced Department detention staff, supplemental training for all Department detention staff, and detention facility-based in-service training for all Department detention staff.
- 4.2.1.11 Contractor shall develop a training course outline and training summary and submit to County Project Director/Manager for review and approval prior to any staff training date(s).
- 4.2.1.12 Contractor shall provide training to Department personnel on PREA standards.

- 4.2.1.13 All trainings and training materials developed or delivered by Contractor under this Contract must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm.

4.2.2 Contractor deliverables shall be as follows:

- 4.2.2.1 Contractor shall deliver pilot training sessions to Department staff to introduce the PREA Project and determine how the training shall be tailored to Department staff.
- 4.2.2.2 Contractor shall deliver training on PREA standards to Department staff, including pre- and post-training tests, and training evaluations.
- 4.2.2.3 Contractor shall deliver supplemental training on PREA standards to experienced Department detention staff so as to fulfill PREA training standards.
- 4.2.2.4 Contractor shall deliver "train-the-trainer" workshops to CTSB and TB trainers who will provide training on PREA standards to future Department staff.
- 4.2.2.5 Contractor shall deliver training rosters and training completion certificates to the County Contract Project Monitor, CTSB, and TB within one (1) calendar week of a delivered training on PREA standards.
- 4.2.2.6 As approved by County Project Director, Contractor shall deliver training curricula and materials, course outline, and training summary.
- 4.2.2.7 Contractor shall deliver quarterly status reports related to this Task Two in accordance with Paragraph 14.0 of this Statement of Work.

4.3 Task Three:

Develop and provide inmate/detainee PREA education programs and victim support services.

4.3.1 Contractor tasks shall be as follows:

- 4.3.1.1 Contractor shall gather and review existing Department inmate/detainee education and orientation materials as they relate to sexual abuse to identify any weaknesses and deficiencies in such existing Department inmate/detainee education and orientation materials.

- 4.3.1.2 Contractor shall gather existing PREA inmate/detainee education materials from the PREA Resource Center and other sources and review such existing PREA inmate/detainee education materials to determine whether such PREA inmate/detainee education materials could be adapted or modified to meet the needs of Department detention facilities.
- 4.3.1.3 For approval by County Project Director, Contractor shall develop an inmate/detainee PREA education program, including basic printed PREA materials in English and Spanish for Department inmates/detainees addressing (1) sexual abuse in detention, (2) Department detention facility policies, and (3) how to get help (materials may include flyers, brochures, and placards to be displayed in Department detention facilities).
- 4.3.1.4 Contractor shall review and develop new PREA education program materials for inmates/detainees pursuant to subparagraph 4.3.1.3 above through and with the assistance of an inmate focus group panel.
- 4.3.1.5 Contractor shall evaluate the effectiveness of printed PREA materials for inmates/detainees through focus groups and interviews with inmates/detainees and Department detention staff, and revise such printed PREA materials as needed.
- 4.3.1.6 Contractor shall develop a plan for providing additional inmate/detainee education, as needed, to accommodate unforeseen changes/needs in addition to any educational sessions that were originally planned.
- 4.3.1.7 Contractor shall provide the PREA education programs to inmates/detainees.
- 4.3.1.8 For approval by County Project Manager, Contractor shall submit inmate/detainee PREA education program outline and program summary for review and approval prior to any inmate/detainee education session date(s).

4.3.2 Contractor deliverables shall include the following:

- 4.3.2.1 Contractor shall deliver an inmate/detainee education program, including basic printed PREA materials in English and Spanish for Department inmates/detainees addressing (1) sexual abuse in detention, (2) Department detention facility policies, and (3) how to get help.

- 4.3.2.2 Contractor shall deliver inmate/detainee education session rosters and completion certificates to County Contract Project Monitor, CTSB, and TB within one (1) calendar week of any delivered inmate/detainee education session.
- 4.3.2.3 Contractor shall deliver quarterly status reports related to this Task Three in accordance with Paragraph 14.0 of this Statement of Work.

4.4 Task Four:

Work with third party PREA Project program evaluator

4.4.1 Contractor tasks shall be as follows:

- 4.4.1.1 Contractor shall meet with a grant-funded third party PREA Project program evaluator two (2) days per month throughout the term of the Contract.
- 4.4.1.2 Contractor shall utilize the PREA Project program evaluator to assist with data collection design; data collection and data analyses when necessary.
- 4.4.1.3 Contractor shall be required to supply necessary data and information to the PREA Project program evaluator as and when required by the County Project Manager or County Contract Project Monitor.

4.4.2 Contractor deliverables shall be as follows:

- 4.4.2.1 Contractor shall deliver all necessary data and information to the third party PREA Project program evaluator as and when required by the County Project Manager or County Contract Project Monitor.
- 4.4.2.2 Contractor shall deliver modified PREA Project program materials required under Tasks One through Three above, as appropriate, based upon the PREA Project program evaluators findings and recommendations.
- 4.4.2.3 Contractor shall deliver quarterly status reports related to this Task Four in accordance with Paragraph 14.0 of this Statement of Work.

4.5 Task Five:

Generate final report that demonstrates the completion of each task identified in this Statement of Work

4.5.1 Contractor tasks shall be as follows:

4.5.1.1 Contractor shall validate the completion of Task One (Paragraph 4.1 above) by including the following in the final report:

4.5.1.1.1 Deficiencies and areas identified for reform; challenges identified to be specific to each Department detention facility; and recommendations for revising existing Department sexual abuse policies and procedures to bring the Department into full compliance with PREA standards.

4.5.1.1.2 New Department sexual abuse policies and procedures developed or to be developed for each Department detention facility.

4.5.1.2 Contractor shall validate the completion of Task Two (Paragraph 4.2 above) by including the following in the final report:

4.5.1.2.1 Areas in existing Department detention facility staff training curricula and materials on PREA which were identified for modification.

4.5.1.2.2 New Department training curricula and materials developed on PREA specifically to address the challenges faced by the Department.

4.5.1.2.3 Number of Department staff trainings conducted, including pilot training sessions, regular training sessions, supplemental training sessions, and "train-the-trainer" training sessions.

4.5.1.2.4 Number of Department detention facility staff trained in the pilot training sessions, regular training sessions, supplemental training sessions, and "train-the-trainer" training sessions.

4.5.1.2.5 Results from pre- and post-training tests and training evaluations.

4.5.1.3 Contractor shall validate the completion of Task Three (Paragraph 4.3) by including the following in the final report:

4.5.1.3.1 Areas in existing Department inmate/detainee education and orientation materials related to sexual abuse which were identified for modification.

- 4.5.1.3.2 New inmate/detainee PREA educational program, including printed materials developed to meet the needs of Department detention facilities.
- 4.5.1.3.3 Number of inmate/detainee PREA education sessions conducted.
- 4.5.1.3.4 Number of inmates/detainees trained on PREA standards in each education session.
- 4.5.1.4 Contractor shall validate the completion of Task Four (Paragraph 4.4) by including the following in the final report:
 - 4.5.1.4.1 The number of times Contractor met with the third party PREA Project program evaluator.
 - 4.5.1.4.2 Modifications generated based on PREA Project program evaluator's findings and recommendations.
 - 4.5.1.4.3 The number of quarterly status reports submitted to the Department.
- 4.5.1.5 Contractor shall also include the following in the final report:
 - 4.5.1.5.1 Recommendations on the implementation of the PREA Project throughout the Department.
 - 4.5.1.5.2 Time frame for the PREA Project implementation.
 - 4.5.1.5.3 Additional resources that might be required by the Department for continued PREA Project implementation by the Department.
- 4.5.2 Contractor deliverables shall be as follows:
 - 4.5.2.1 Contractor shall deliver the final report containing data listed under sub-paragraph 4.5.1 of this Statement of Work, no later than two (2) months prior to the termination of the Contract as set forth in Paragraph 4.0 – Term of Contract.

5.0 INTENTIONALLY OMITTED

6.0 CONTRACTOR'S PERSONNEL REQUIREMENTS

- 6.1 Contractor understands and agrees that all personnel performing services on behalf of Contractor shall be Contractor's sole responsibility. All Contractor personnel shall

rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of the personnel's performance of services.

- 6.2 Contractor shall endeavor to assure continuity of all personnel performing services during the term of this Contract. In the event Contractor should desire to remove any personnel performing services, Contractor shall provide County with notice at least fifteen (15) calendar days in advance, except in circumstances in which such notice is not feasible (i.e. removal for cause or egregious act), and shall work with County on a mutually agreeable transition plan so as to ensure Project continuity.
- 6.3 Contractor shall promptly fill any vacancy in Contractor personnel with individuals meeting the qualifications required by the Contractor. Failure to fill vacancies does not negate the timeline and deliverables required under this Contract. The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report for failure to fill vacancies (Exhibit 1 of the SOW) will be issued, as described in subparagraph 12.2 – Contract Discrepancy Report of this SOW.
- 6.4 All personnel employed by Contractor to perform services shall be adults, 18 years of age and older, who are legally eligible to work under the laws of the United States and the State of California.
- 6.5 All personnel employed by Contractor to perform services shall be paid in accordance with the policies, rules, and regulations of Contractor applicable to such employment.
- 6.6 The employment conditions and rules related to Contractor's personnel shall be maintained in accordance with the usual standards for other classes maintained by Contractor and such standards and personnel procedures as may be specifically determined upon mutual agreement of the parties to meet the particular conditions existing at Department detention facilities.
- 6.7 Contractor Employee Roster
 - 6.7.1 Contractor shall submit to County Contract Project Monitor a current employee roster, including all Contractor employees that are required to enter Department detention facilities to perform services. The roster shall be kept current and up-dated by Contractor as required. All personnel on the roster shall possess photo identification, and shall meet County's requirements for admission into Department detention facilities.
 - 6.7.2 Contractor shall immediately notify County Contract Project Monitor regarding any employee discharge or termination of employment, in order that they may be removed from the Department detention facility access roster. Contractor notifications regarding any such action shall be submitted verbally (within twenty-four (24) hours), followed by written notification (within five (5) business days).

6.7.3 Contractor shall be required to provide written notification to County Contract Project Monitor no less than seventy-two (72) hours in advance, of its intent to bring visitor(s) to Department detention facilities. Visitors shall be required to complete Exhibit 2 - LASD Entry Application for Custody Facilities Service Providers/Contractor of this SOW, unless otherwise excused in writing by County Contract Project Monitor.

6.7.4 Violation of the above procedures may result in loss of Contractor employees' security clearance to enter Department detention facilities.

7.0 DAYS AND HOURS OF OPERATION

Contractor shall develop, and present for the County Project Manager's approval, a timeline and schedule for the provision of services by Contractor staff, including the performance of all tasks and the delivery of all deliverables required herein.

8.0 MATERIALS AND EQUIPMENT

The purchase of all materials and equipment necessary to provide the required consultant services under this Contract shall be the sole responsibility of Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

9.0 SAFETY AND SECURITY REQUIREMENTS

9.1 County shall maintain final authority on all security issues.

9.2 All Work shall be conducted in a safe manner and shall comply with requirements of state and local rules and regulations and CAL-OSHA safety standards.

9.3 If at any time Contractor fails or refuses to comply with the above sub-paragraph 9.2, Department may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order may be subject to claim for excess cost, damages, or extension of time under the Contract.

9.4 Contractor shall report to the County Contract Project Monitor all incidents of occupational injury or accidents affecting Contractor employees and occurring on County property on a "County of Los Angeles Non-Employee Injury Report", attached as Exhibit Q to the Contract, within twenty-four (24) hours of occurrence or discovery of such occupational injury or accident.

Contractor shall maintain an on-going listing of all employees injured while on County premises. This document shall be entitled Contractor's Employee Injury Record and shall be provided to the County Contract Project Monitor annually and anytime upon request.

9.5 Contractor shall report to County Contract Project Monitor or County Project Manager any incident involving Contractor's staff which could negatively impact their ability to interact with Department personnel, affect security clearance status, or jeopardize the safety and/or security of Department and its members within twenty-four (24) hours of such incident. If circumstances objectively necessitate immediate action, Contractor shall immediately inform the Watch Commander of the concerned detention facility and County Contract Project Monitor or County Project Manager concurrently.

9.6 If a Contractor employee is refused entry or removed from a detention facility, Contractor shall make immediate telephonic notification to County Contract Project Monitor and/or County Project Manager, describing the circumstances, as known at the time, leading to the denial or removal.

Contractor shall make person to person contact and have at his/her disposal the County Project Monitor's, County Project Manager's, and County Project Director's business hours and after-hours emergency contact phone numbers for these and similar reporting requirements.

9.7 Contractor shall train or facilitate the training of their employees in ethical conduct, with focus on the importance of lawful and appropriate conduct within a detention facility setting.

9.7.1 All Contractor employees shall receive no less than two (2) hours of Ethical Conduct Training prior to performing Work in a Department detention facility. The Ethical Conduct Training shall be intended to raise Contractor employee awareness of common temptations associated with working an assignment of special trust, such as that of Contractors working inside custody facilities, and consequences of inappropriate or criminal behavior.

Contractor shall submit an Ethical Conduct Training course outline and training summary to County Contract Project Monitor for review and approval, prior to any training date(s). This training topic shall be re-enforced in the Department's mandatory four (4) hour Jail Orientation (Refer to sub-paragraph 9.7.3 below).

9.7.2 Contractor may seek to partner with an outside organization to meet the two-hour Ethical Conduct Training requirement; however, the training provider must be pre-approved, in writing, by County Contract Project Monitor. Contractor shall bear all costs associated with providing Ethical Conduct Training described in sub-paragraphs 9.7.1 and 9.7.2 of this SOW.

- 9.7.3 All Contractor employees shall attend a mandatory (4) four-hour Jail Orientation prior to performing Work in any Department detention facility. This orientation will be provided by the Department at no direct cost to Contractor or their employees. Contractor, however, shall bear all indirect costs associated with employee attendance in mandatory Jail Orientation training such as salary, travel, or similar expense.
- 9.7.4 Contractor shall maintain Ethical Conduct Training and orientation class rosters, as well as Contractor employee training completion certificates. Copies of such records and certificates shall be provided to the County Contract Project Monitor within one calendar week of occurrence of such Ethical Conduct Training and Jail Orientation.
- 9.8 Contractor shall keep record of all instances of employee exclusion (on an "Employee Exclusion Report") from a Department detention facility, which involve actions such as inappropriate conduct, violation of any Department policy, criminal behavior, security breaches/neglect, or the like which result in exclusion from a Department detention facility.
 - 9.8.1 Contractor shall actively monitor instances of exclusion, guarding against repeat occurrences and adverse trends. Two (2) separate instances of exclusion for any of the above specified causes over the course of a Contract year shall be cause for Contractor to develop and implement a corrective action plan which should include, but is not limited to, additional training, contractor employee's employee performance review, analysis and/or modification of Contractor hiring practices, retention, and/or salary, supervision and/or management staffing models, internal security procedures, etc., to mitigate additional instances of inappropriate or criminal conduct occurring in the detention facility by Contractor employees.
 - 9.8.2 Contractor shall develop/implement the required corrective action plan described in sub-paragraph 9.8.1 above, and provide a copy to the County Project Manager of such corrective action plan, within thirty (30) calendar days from the date of the second instance of exclusion.
 - 9.8.3 Contractor shall provide an up-to-date "Employee Exclusion Report" immediately following each occurrence and anytime upon request by County. Regardless of cause and from the effective date of the Contract to current, the report shall contain all names of excluded Contractor employees, date of exclusion, and reason for exclusion.

- 9.9 Prior to entrance into a detention facility, Contractor's employees shall comply with current Department Custody Services Division and Department detention facility entry requirements, which may include the exchange of a government-issued identification card for a detention facility pass. Passes shall be displayed at all times. Any lost or stolen passes must be immediately reported by Contractor's employees to the Contractor Project Manager and the concerned on-duty Watch Commander. Contractor Project Manager shall provide telephonic or in-person notification to County Contract Project Monitor of any lost or stolen pass as soon as feasible. Telephone notification shall be followed within twenty-four (24) hours via confirming email to County Contract Project Monitor specifying the employee involved and articulating the factual circumstances associated with the loss or theft. Contractor's employees shall be responsible for returning any Department-issued Department detention facility pass to appropriate facility personnel, prior to leaving the concerned Department detention facility.
- 9.10 Contractor's staff, vehicles, workplace, and equipment shall be subject to search and inspection by Department personnel without notice and at any time while on County property.
- 9.11 During lock down situations, County Contract Project Monitor or on-duty Watch Commander may elect to modify or postpone staff-training programs and/or inmate/detainee education programs. Prior notifications of lockdown(s) will be given to Contractor whenever feasible. During lockdown situations, Contractor will not be held liable for not meeting scheduled staff-training programs and/or inmate/detainee education programs.
- 9.12 Personal cameras, cellular telephones, or other electronic devices are prohibited and shall not be taken into Department detention facilities.
- 9.13 Contractor staff and/or Contractor representatives must successfully pass, at Department's sole discretion, a security background investigation performed by Department prior to being allowed access to any Department detention facilities. Contractor staff and/or Contractor representatives must complete Exhibit 2 - LASD Entry Application for Custody Facilities Service Providers/Contractor of this SOW. At County's sole discretion, Contractor staff and/or Contractor representatives may be required to undergo further background investigation. Such further background investigation may be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation, as stated in sub-paragraph 7.4 - Background and Security Investigations of the Contract.

10.0 CONTRACTOR'S OFFICE

Contractor shall maintain an office in Southern California with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls outside of normal business hours. The Contractor shall response to calls received by the answering service after normal business hours, on the next business day.

11.0 QUALITY CONTROL PLAN

Contractor shall provide a copy of the Contractor's Quality Control plan to assure County a consistently high level of service throughout the term of the Contract that meets or exceeds all requirements, including policies and procedures for all Contractor's staff. The Contractor's Quality Control Plan shall be submitted to County Program Manager or designee for review ten (10) business days after the effective date of this Contract. In the event that requirements and/or policies and procedures change during the term of the Contract, Contractor shall update the Contractor Quality Control Plan, and submit such updated plan to County Program Manager or designee within ten (10) business days of notification.

12.0 QUALITY ASSURANCE PLAN

County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in sub-paragraph 8.15 - County's Quality Assurance Plan of the Contract.

12.1 Quarterly Meetings

Contractor Project Manager, or his/her designee, shall be required to attend quarterly meetings with County Project Director and/or County Project Manager and County Project Monitor. County Contract Project Monitor will notify Contractor thirty (30) calendar days prior to scheduled date of a quarterly meeting. Items discussed at the quarterly meeting will include, but are not limited to, progress on over all implementation, training, curriculum, policy revisions, and timeline of completion.

12.2 Contract Discrepancy Report

12.2.1 Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

12.2.2 The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report (Exhibit 1 of the SOW) will be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within ten (10) business days.

12.3 County Observations

12.3.1 Contractor shall make its personnel files, facilities, materials, and techniques related to the Contract available for inspection by the County Contract Project Monitor at reasonable times without prior notice by Department staff to review Contractor's operations.

12.3.2 In addition to Department staff, other County and/or State personnel that have made arrangements with the County Project Director may observe Contractor's performance, activities, and review documents, including disciplinary actions, relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance of this Contract.

13.0 IDENTIFICATION BADGES

Contractor shall ensure that all Contractor employees are appropriately identified as set forth in sub-paragraph 6.7.1 and sub-paragraph 9.9 of this SOW.

14.0 QUARTERLY STATUS REPORT

Contractor shall provide to County Contract Project Monitor a written quarterly status report of the progress of the PREA Project, and any other information County Contract Project Monitor may from time to time reasonably request. The written quarterly status report shall include status on Contractor tasks and deliverables for Task One through Task Four as described in sub-paragraphs 4.1.2, 4.2.2, 4.3.2, and 4.4.2 of this SOW. The written quarterly status report due date shall be provided to Contractor by County Contract Project Monitor.

STATEMENT OF WORK
EXHIBITS

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CONTRACT DISCREPANCY REPORT**TO:****FROM:**

DATES: **Prepared:** _____
 Returned by Contractor: _____
 Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative_____
Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative_____
Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative_____
Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
ENTRY APPLICATION FOR CUSTODY FACILITIES
Service Provider/ Contractor**

Organization_____

PLEASE READ CAREFULLY BEFORE FILLING OUT THIS APPLICATION

All applications will be denied for the following reasons:

Untruthful or incomplete statements on applications;
Illegal use of drugs within the past three (3) years;
Convicted of bring a controlled substance into federal prison, state prison, or county jail;
Any convictions for drug sales;
Applicant is currently on Parole/Probation;
Incarcerated in any jail/prison within the last three (3) years;
Have been convicted for any of the following: murder, sex crime (other than misdemeanor prostitution), weapons law violations, felonious assault or spousal abuse;
Currently under psychiatric care;
Have relative in the Los Angeles County Jail;
Outstanding warrants

If any of the above apply to you, SUBMIT YOUR APPLICATION (Complete Attachment). All information will be verified by a CRIMINAL BACKGROUND CHECK. If your application is denied, you will be notified and we will not discuss the reason for denial with anyone except you. Please initial here:

Name_____ Social Security #_____

Home Address _____
Street City Zip Code

C.D.L. / I.D. # _____ Date of Birth _____

Home Phone # _____ Work # _____

Sex _____ Race _____ Hair _____ Eyes _____ Height _____ Weight _____

Occupation _____ Employer _____

Work Address _____
Street City Zip Code

APPROVED / DISAPPROVED _____ DATE _____

County of Los Angeles
Sheriff's Department

Just Detention International, Inc.
Exhibit A – Statement of Work
Exhibit 2 – LASD Entry Application for Custody Facilities

CONTACT IN CASE OF EMERGENCY:

Name _____ Relationship _____

Address _____
Street City Zip Code

Telephone # (____) _____

Organization/ Employer:

Name _____

Address _____
Street City Zip Code

Telephone # (____) _____

What service will you provide? _____

How Often? _____

Entry Criteria:

If you answer YES to any question, please attach an explanation to this application.

1. What kind(s) of illegal drug(s) have you used? _____
2. When is the last time you used drugs? _____
3. Are you currently on Parole/Probation? _____
4. Have you been incarcerated within the last three years? (Prison/County/Jail/Youth Authority/Camp) _____
5. Are you currently under Psychiatric Care? _____
6. Do you have any relatives/friends incarcerated within the Los Angeles County Jail system?

If yes, provide the following information:

Name of Inmate	Booking #	Facility	Relationship
----------------	-----------	----------	--------------

7. Have you ever been arrested for murder? _____
8. Have you ever been convicted of a sex crime? _____
9. Have you ever been convicted of a Weapons Violation? _____
10. Are you filling out this application as a condition of employment? _____

Please read carefully before signing:

I certify that all information on this application is accurate. I understand that the Los Angeles County Sheriff's Department will verify the information prior to approving my application. As a civilian volunteer, I will be expected to obey all Rules, Regulations and Security Procedures. My failure to do so will result in my forfeiture of volunteer services with the Los Angeles County Sheriff's Department.

I AM AWARE THAT IN THE EVENT OF A HOSTAGE SITUATION, THE SHERIFF'S DEPARTMENT POLICY IS NOT TO ALLOW A PRISONER TO ESCAPE WITH A HOSTAGE. Please initial here: _____

I AM ALSO AWARE OF THE SEXUAL HARASSMENT AND RETALIATION POLICY FOR CIVILIAN VOLUNTEERS. Please initial here: _____

These policies apply to all sworn, civilian, and volunteer personnel. See Manual of Policy and Procedures:

Section 5-06/110.00

Hostage and Barricaded Suspect;

Section 3-01/030.72

Sexual Harassment and Retaliation Policy.

All persons entering or materials being brought into a jail facility are subject to search anytime.

Signature _____ Date _____

(False information on this application is subject to immediate dismissal)

ATTACHMENT

Signature: _____ Date: _____

EXHIBIT B

PRICING SCHEDULE

EXHIBIT B

PRICING SCHEDULE

All invoices shall be submitted on a monthly basis, in arrears, by the fifteenth (15th) calendar day of the month, for the number of days worked in the previous month at the rate of \$450/day (8 hours), and the travel expenses at the rate of \$0.56/mile. Maximum contract sum for 24 months must not exceed \$217,220.

First year consultant fees (\$450/day X 20 days/month X 12 months)	\$108,000
Second year consultant fees (\$450/day X 20 days/month X 12 months)	\$108,000
First year maximum travel expenses (\$0.56/mile x 90 miles/month x 12 months)	\$ 610
Second year maximum travel expenses (\$0.56/mile x 90 miles/month x 12 months)	<u>\$ 610</u>
TOTAL (MAXIMUM CONTRACT SUM)	\$217,220

EXHIBIT C

INTENTIONALLY OMITTED

CONTRACTOR'S EEO CERTIFICATION

Just Detention International, Inc.

Contractor Name

3325 Wilshire Boulevard, Suite 340, Los Angeles, CA 90010

Address

13-371840

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--|---|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

LOUISA STANNOW, EXECUTIVE DIRECTOR

Authorized Official's Printed Name and Title



Authorized Official's Signature

3/13/15

Date

COUNTY'S ADMINISTRATIONCONTRACT NO. 54101**COUNTY PROJECT DIRECTOR:**

Name: Karen Dalton
Title: Assistant Division Director
Address: Los Angeles County Sheriff's Department, Custody Services Division
450 South Bauchet Street, Los Angeles, California 90012
Telephone: (213) 893-5882 Facsimile: (323) 415-6576
E-Mail Address: ksdalton@lasd.org

COUNTY PROJECT MANAGER:

Name: Karen Dalton
Title: Assistant Division Director
Address: Los Angeles County Sheriff's Department, Custody Services Division
450 South Bauchet Street, Los Angeles, California 90012
Telephone: (213) 893-5882 Facsimile: (323) 415-6576
E-Mail Address: ksdalton@lasd.org

COUNTY CONTRACT PROJECT MONITOR:

Name: Karen Dalton
Title: Assistant Division Director
Address: Los Angeles County Sheriff's Department, Custody Services Division
450 South Bauchet Street, Los Angeles, California 90012
Telephone: (213) 893-5882 Facsimile: (323) 415-6576
E-Mail Address: ksdalton@lasd.org

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** Just Detention International, Inc.**CONTRACT NO:** 54101**CONTRACTOR'S PROJECT MANAGER:**

Name: Linda McFarlane
Title: Deputy Executive Director
Address: 3325 Wilshire Boulevard, Suite 340
Los Angeles, California 90010
Telephone: (213) 384-1400, ext. 107
Facsimile: (213) 394-1411
E-Mail Address: lmcfarlane@justdetention.org

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Lovisa Stannow
Title: Executive Director
Address: 3325 Wilshire Boulevard, Suite 340
Los Angeles, California 90010
Telephone: (213) 384-1400, ext. 103
Facsimile: (213) 394-1411
E-Mail Address: lstannow@justdetention.org

Name: Leelyn Aquino
Title: Operations Director
Address: 3325 Wilshire Boulevard, Suite 340
Los Angeles, California 90010
Telephone: (213) 384-1400, ext. 110
Facsimile: (213) 394-1411
E-Mail Address: laquino@justdetention.org

Notices to Contractor shall be sent to the following:

Name: Leelyn Aquino
Title: Operations Director
Address: 3325 Wilshire Boulevard, Suite 340
Los Angeles, California 90010
Telephone: (213) 384-1400, ext. 110
Facsimile: (213) 394-1411
E-Mail Address: laquino@justdetention.org

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTCONTRACTOR NAME Just Detention International, Inc. Contract No. 54101GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: DATE: 3,23,15PRINTED NAME: Lovisa StannowPOSITION: Executive Director

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name Just Detention International, Inc. Contract No. 54101

Employee Name LOUISA STANNOW

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

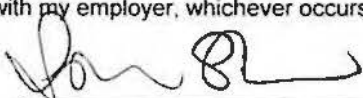
I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE:



DATE:

3, 23, 15

PRINTED NAME:

Louisa Stannow

POSITION:

Executive Director

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name Just Detention International, Inc. Contract No. 54101

Employee Name LINDA MCFARLANE

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

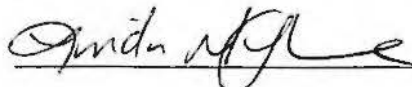
I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE:



DATE:

3/23/15

PRINTED NAME:

LINDA MCFARLANE

POSITION:

DEPUTY EXEC. DIRECTOR

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name Just Detention International, Inc. Contract No. 54101

Employee Name CAROLINA APARICIO

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE:



DATE: 3 / 23 / 15

PRINTED NAME:

CAROLINA APARICIO

POSITION:

PROGRAM OFFICER.

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name Just Detention International, Inc. Contract No. 54101

Employee Name Jesse Lerner-Kinglake

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

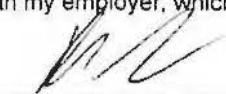
I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE:


DATE: 3, 23, 15

PRINTED NAME:

Jesse Lerner-Kinglake

POSITION:

Communications Director

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name Just Detention International, Inc. Contract No. 54101

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

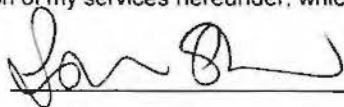
I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE:



DATE:

3/23/15

PRINTED NAME:

LOVISA STANNOW

POSITION:

Executive Director

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

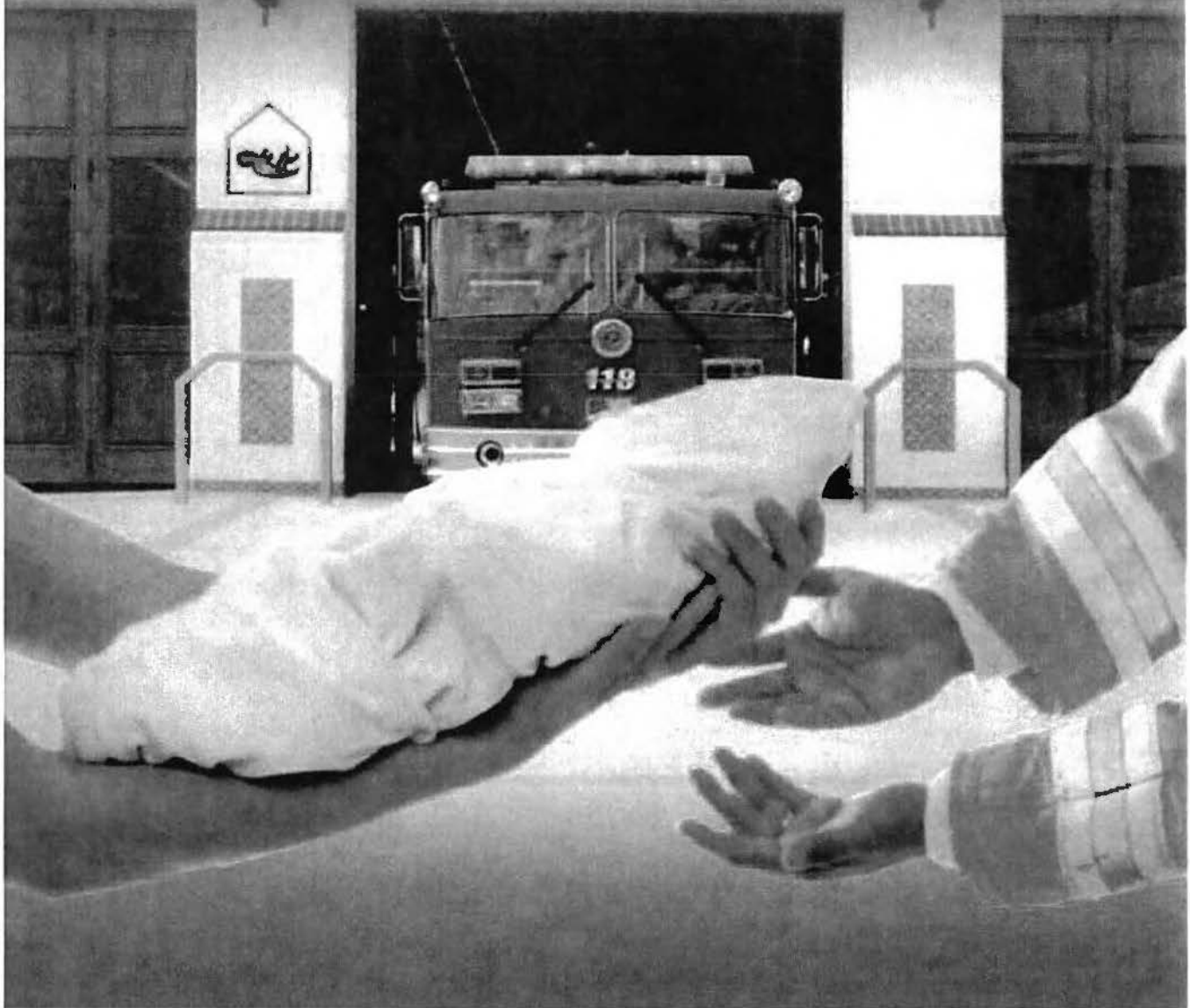
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1-877-BABY SAFE • 1-877-222-8723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

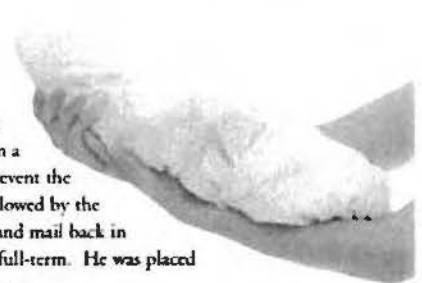
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

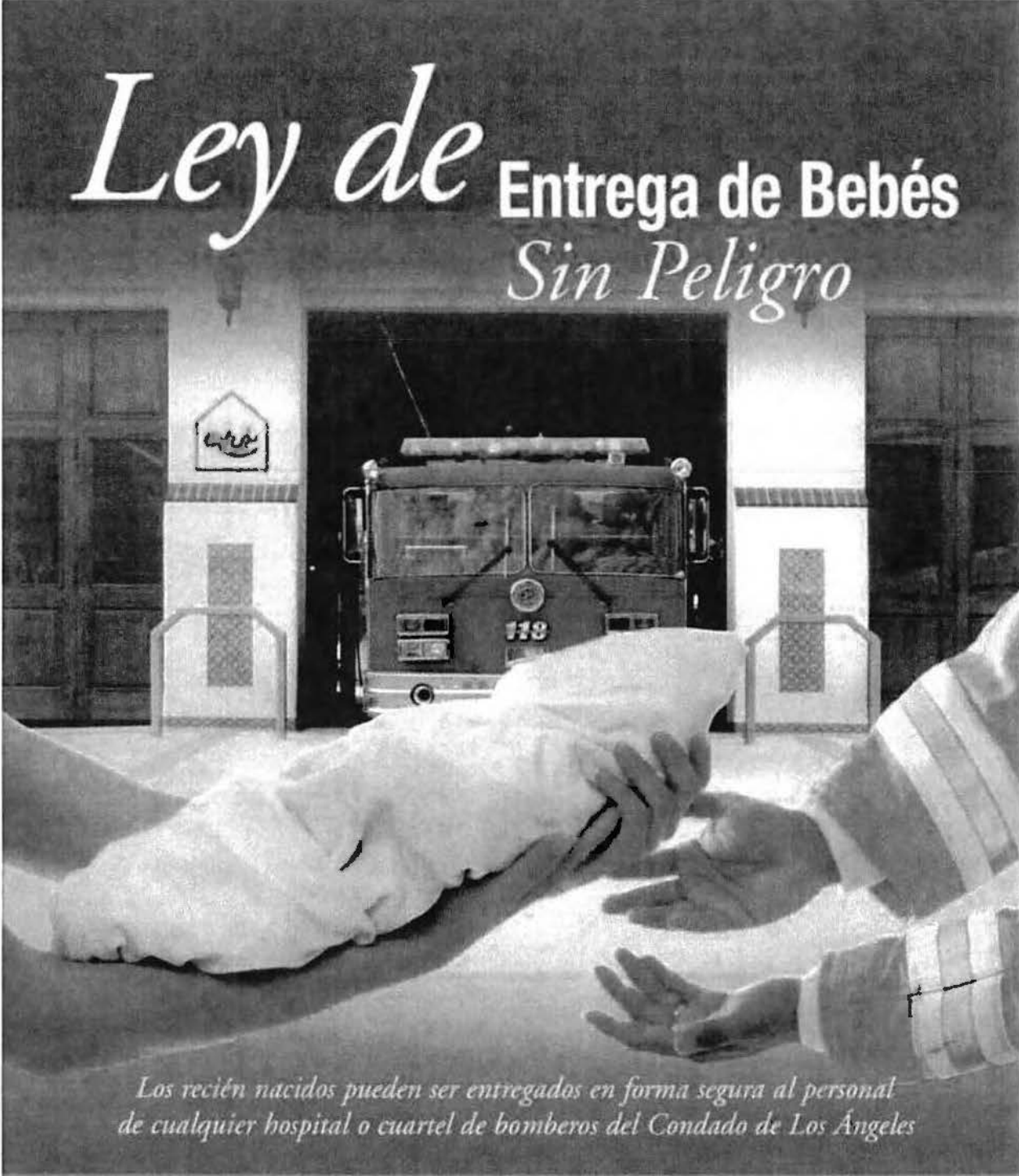
Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.






Ley de Entrega de Bebés *Sin Peligro*

Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org



En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafe.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmelo que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no puede o no quiere cuidar de un recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estar bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Just Detention International, Inc.
Contractor Name
EXECUTIVE DIRECTOR
Contractor Official Title
[Signature]
Official's Signature

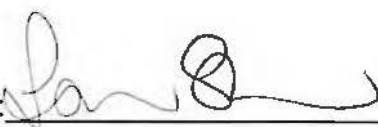
Cert. of No Conflict of Interest

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Contractor certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Contractor's organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____



Date: _____

3/13/15

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

Contractor shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Contractor shall attest to a willingness to provide employed GAIN/GROW participants access to the Contractor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@dpss.lacounty.gov.

Contractor shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Contractor has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) X _____ NO

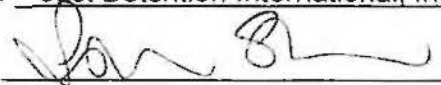
B. Contractor is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Contractor is willing to interview qualified GAIN/GROW participants.

X _____ YES _____ NO

C. Contractor is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO X _____ N/A (Program not available)

Contractor: Just Detention International, Inc.

Signature: 

Print Name: Lovisa Stannow

Title: Executive Director

Date: _____

Telephone No: (213) 384-1400

Fax No: (213) 384-1411

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Contractors, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Contractor or subcontractor is excepted from the Program.

Company Name: Just Detention International, Inc.		
Company Address: 3325 Wilshire Blvd Suite 340		
City: Los Angeles	State: CA	Zip Code: 90010
Telephone Number: (213) 344-1400		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

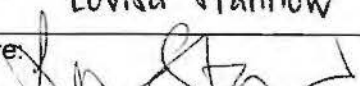
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Lovisa Stannow	Title: Executive Director
Signature: 	Date: 03/17/15

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name: Just Detention International, Inc.		
Company Address: 3325 Wilshire Blvd. Suite 340		
City: Los Angeles	State: CA	Zip Code: 90010
Telephone Number: (213) 364-1450		Email address: lmcFarlane@justdetention.org
Solicitation/Contract For _____ Services:		

The Contractor certifies that:

☒ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

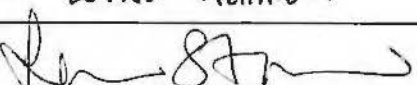
To the best of its knowledge, after a reasonable inquiry, the Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: LOVISA STANNOW	Title: Executive Director
Signature: 	Date: 03/17/15

Date: 03/17/15

INVOICE DISCREPANCY REPORT**1. INVOICE DISCREPANCY** to be completed by County Project Manager

Today's Date: _____

Contractor: Just Detention International, Inc.

Phone Number: _____

Date of Subject Invoice: _____

Description of Issues with Subject Invoice:

Signed: _____ Date: _____
County Project Manager**2. REVIEWED:**Signed: _____ Date: _____
County Project Director**3. CONTRACTOR RESPONSE** (to be completed by Contractor Project Director)

Date received from County Project Manager: _____

Explanation regarding Issues with Subject Invoice: _____

Corrective Action Taken: _____

Signed: _____ Date: _____
Contractor Project Director**4. COUNTY EVALUATION** of Contractor's Response and Action taken.

5. Approved by COUNTY:

_____	Date: _____
_____	Date: _____

6. Contractor Notified on _____ **Date:** _____**INSTRUCTIONS**

County Project Manager: Forward IDR to the Contractor for investigation and response.

Contractor: Must respond to County Project Manager in writing within ten (10) days of receipt of IDR.

County Project Manager: Forward completed IDR to Contracts Unit



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2013)

**Have You Told Your Employees About the
Earned Income Credit (EIC)?**

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2013 are less than \$51,567 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2014.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

**How Will My Employees Know If They Can
Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2013 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2013 and owes no tax but is eligible for a credit of \$800, he or she must file a 2013 tax return to get the \$800 refund.

Notice 1015 (Rev. 12-2013)
Cat. No. 205991

COUNTY OF LOS ANGELES
NON-EMPLOYEE INJURY REPORT

Dept Name: _____ Dept. #: _____
DIV. or Facility: _____
SECTION: _____
IRMIS Code #: _____

Prepared for County Counsel in defense of the County, Special Districts and employees.

INSTRUCTIONS:

1. All incidents involving injury to non-employees, however minor, while on County property (owned or leased) must be reported by the Guard, Sheriff's Office or Department in proximity to incident, as follows:

Two copies to: CARL WARREN & CO., P.O. Box 11 6, Glendale, CA 91209-0116

FATALITIES OR SERIOUS INJURIES MUST BE REPORTED IMMEDIATELY BY PHONE TO CARL WARREN & CO. (818) 247-2206

INJURED NON-EMPLOYEE:

1. Name _____
(Last Name) (First Name) (Middle Name)
2. Address _____
2B. Telephone: () _____ 3. Age _____ 4. Sex: _____ Male _____ Female If minor, give name of parent or guardian _____

TIME AND PLACE:

5. Place of occurrence _____
(Name of County Facility, Bldg., Street, Number) (City or Town)
6. Location in building _____
(In detail: Bldg., Floor, Room No.)
7. Date of occurrence _____ Hour _____ AM/PM. 8. Weather _____ Clear _____ Rain
POLICE REPORT ☐ Yes ☐ No POLICE AGENCY REPORTING _____ STATION _____ DEPT. #: _____

DESCRIPTION OF INCIDENT:

9. What was non-employee doing? _____
10. What happened? (Describe fully, stating whether injured person fell, was struck, etc.) Give all factors contributing to injury: _____
(If necessary, continue on separate sheet)
11. Condition of floor, sidewalk, steps or other physical property or equipment involved: _____
12. Was there any defect or foreign substance or object involved? If so, describe: _____
13. If slip and fall: Person's shoes _____ heels _____ caps _____
(Type) (Type) (Type)

NATURE OF INJURY AND PART OF BODY AFFECTED:

14. Be specific! State which part of body injured; whether right or left, etc. If exact nature of injury is undetermined, give opinion: _____

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TREATMENT GIVEN:

15. Was treatment given to the injured person by County personnel? _____ By whom? _____
Type of Treatment: _____
16. Was ambulance called? _____ Which company? _____ By whom? _____
17. Taken to hospital? _____ Which? _____

STATEMENTS BY INJURED AND WITNESSES:

(Note: Attach additional pages if needed)

18. Statement of injured as to what happened: _____

19. Witness No. 1: Name _____
(Last Name) (First Name) (Initial)
Address: _____ Telephone: _____
(Number) (Street) (City)
Statement: _____

20. Witness No. 2: Name _____
(Last Name) (First Name) (Initial)
Address: _____ Telephone: _____
(Number) (Street) (City)
Statement: _____

Date Report Prepared: _____

Prepared by: _____ Phone _____
(Print Name)

(Title)

(Signature)

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